

2 INC

Not
Duty Entered for Taxation
Subject to Final Acceptance for Transfer

MAY 07 2004

Patricia Nelson
Auditor Madison County, IN

200411276
FILED FOR RECORD IN
MADISON COUNTY, IN
Kris Lutz
5/10/04 8:56AM
EASEMENT 2PG 12.00
CHECK# 5701 KK

Parcel No. 3

Madison County

Pendleton Distribution Relocation (SR 67 & SR 9)

Fall Creek Township

OVERHEAD LINE EASEMENT **INDEXED** 028557

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned ("Grantor") hereby grants unto **PSI ENERGY, INC.**, an Indiana corporation, and its successors and assigns ("Grantee"), the perpetual easement and right to construct, operate, patrol, maintain, reconstruct, repair, inspect, relocate, add to and remove an overhead electric and/or telecommunication line or lines, including but not limited to, necessary and convenient supporting structures, wires, anchors, guys, and appurtenances and fixtures attached thereto, for the transmission and/or distribution of electrical energy and/or telecommunications over, upon, along, under and across the following described real estate situated in Madison County, Indiana, ("Easement Area"):

A strip of land Fifteen (15) feet in width when measured at right angles to and bounded on the west by the west property line of Grantor's real estate. The sidelines of said strip of land are lengthened or shortened so as to terminate at the northerly and southerly property lines of Grantor.

Which strip of land is located in that part of the land of Grantor which lies in Section 29, Township 18 North, Range 7 East and recorded as **Instrument No. 9922923** in the Office of the Recorder of Madison County, Indiana.

To the best of the Grantor's personal knowledge, the Easement Area and adjoining land have never been used to release, discharge, generate or store any toxic, hazardous, corrosive or radioactive substance or material.

Grantor also grants Grantee the right to allow third parties to attach facilities to Grantee's supporting structures, and any such facilities shall include but not be limited to, wires, guys with anchors, cables, antennae and equipment; provided, that Grantor shall pursue any claim with the third party and not Grantee, if such claim arises out of the third party's attachment.

Grantee's rights herein include ingress and egress to and from the Easement Area across the land of Grantor, using established lanes or driveways when practicable.

Grantor reserves the right to use the Easement Area for any purpose which is consistent with Grantee's rights herein. Any house, building or permanent structure, or portion thereof, upon the Easement Area shall be deemed an inconsistent use by Grantor and shall be removed by Grantor to the extent it is upon the Easement Area.

Grantor shall comply with applicable codes when making use of the land near Grantee's facilities.

Grantee's rights herein include cutting down, clearing and trimming trees, shrubs, and other vegetation, or portions thereof, upon or to the extent they overhang the Easement Area.

MAY 03 2004
By K Kwan

Cinergy / PSI
ROW Svc - WP 989 ✓
1000 E. Main St
Plainfield 46168-9989

ITEM #17

INST # 200411276

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5701
KK
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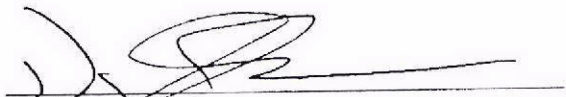
KL B
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Any crops or fences damaged as a result of Grantee exercising its rights herein shall be promptly paid by Grantee to the extent such damages are caused by Grantee or its contractors or employees; provided that a claim for such damages is filed with Grantee at its office at 1000 East Main Street, Plainfield, Indiana 46168, or with Grantee's contractor or employee, within thirty (30) days after such damages occur.

The respective rights and duties herein of the Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, licensees and/or tenants of Grantor and Grantee.

28th IN WITNESS WHEREOF, Grantor has caused this Easement to be signed by its duly authorized representative(s), effective the day of April, 2004.

TYX, LLC
an Indiana Limited Liability Company

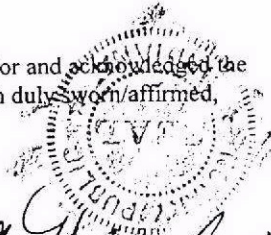

Dan Johnson, Member

STATE OF INDIANA)
) SS:
COUNTY OF MADISON)

Personally appeared before me this day Dan Johnson, Member (a) duly authorized representative(s) of Grantor and acknowledged the signing of this Easement by him to be a voluntary act and deed for and on behalf of Grantor, and having been duly sworn/affirmed, state(s) that any representations contained therein are true to the best of his personal knowledge.

WITNESS my hand and notarial seal, this 28th day of April, 2004.

My Commission Expires: 3-4-2008
My County of Residence: Merion


Signed Name: Ellen M. Hubbard
Notary Public
Printed Name: Ellen M. Hubbard

This Instrument Prepared by John B. Scheidler, Attorney-at-Law